

DLT Solutions, LLC.
Confirmed Stateside Support -End User Agreement ("Agreement") Terms

1. DLT Confirmed Stateside Support ("CSS") Service-Overview

The CSS Services ("CSS") is a support subscription that you may purchase as additional support for DLT's technology Suppliers' software ("Software"). Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software.

DLT will provide:

1. US based, US Citizen provided telephone software support on a 24- hours, 7 days a week, 365 days a year basis.
2. A separate secured physical workspace for the CSS support personnel.
3. CSS provides Level1/Level 2 certified technical support of the Software and will use commercially reasonable efforts to alleviate reported and reproducible errors in the Software.

DLT utilizes the following four (4) severity levels to categorize reported problems:

SEVERITY 1 CRITICAL BUSINESS IMPACT

The impact of the reported deficiency is such that the customer is unable to either use the Software or reasonably continue work using the Software. DLT will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 2 SIGNIFICANT BUSINESS IMPACT

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. DLT will commence work on resolving the deficiency within two (2) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 3 SOME BUSINESS IMPACT

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. DLT will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 4 MINIMAL BUSINESS IMPACT

Customer submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. DLT will provide an initial response regarding the request within one (1) business week.

This agreement is not intended as a consulting agreement for customer services. With respect to severity one (1) reported deficiencies, DLT may, with the concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution. DLT will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to supported products and software as defined by a valid Supplier agreement.

2. TERM & TERMINATION

The term of this Agreement will begin on the Effective Date and will continue until the first anniversary, unless this Agreement is earlier terminated in accordance with this Agreement or extended by written agreement of the Parties. When the Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3. FEES & PAYMENT

DLT will commence the CSS Services within x days from the payment of the Fees from the Customer. The Fees will be set forth on the order form and are non-refundable once DLT commences the CSS Services. DLT shall state separately on invoices taxes excluded from the fees, and the Customer agrees to either pay the amount of the taxes or provide evidence necessary to sustain an exemption in accordance with FAR 52.229-1 and FAR 52.229-2.

4. MAINTENANCE

The Customer must maintain a valid software maintenance contract with the Software vendor for the duration of these subscription services. This contract will include copyrighted patches, updates, releases and new versions of the Software along with other generally available technical material. These maintenance materials including the Software may not be used to increase the licensed number of versions or copies of the Software. The Customer agrees not to use the additional DLT CSS with any other software maintenance contract or transfer the prior version but to destroy or archive the prior version of the Software. All patches, updates, release and new versions shall be subject to the license agreement related to the Software vendor support contract, not DLT's CSS agreement.

5. LIMITED WARRANTY

DLT warrants that CSS Services will be performed in a good and workmanlike manner. The Customer's remedy for breach of this warranty will be for DLT to re-perform the CSS Services at

no additional expense to Customer. DLT does not provide a warranty to the Software (Manufacturer owned or licensed). Except for the foregoing warranty, DLT makes no warranties, expressed or implied, related to the CSS Services and DLT expressly disclaims any warranty OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. DLT will undertake reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but DLT does not guarantee that the problems will be resolved or that any item will be error-free.

6. LIMITED LIABILITY

DLT is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. DLT 's liability shall not exceed the fees that Customer has paid for annual support to DLT during the 12 month subscription period in which such liability first arose.

7. RESTRICTIONS

DLT shall have no obligation to provide CSS Support for any product or Software not covered in a valid Supplier support agreement. Customer shall agree to provide DLT with access to such facilities and equipment as are reasonably necessary for DLT to perform its obligations, hereunder.

8. RELATIONSHIP OF THE PARTIES

The Parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall create a principal-agent, partner, or other relationship between the Parties for any purpose or in any sense whatsoever or create any form of joint enterprise whatsoever between the Parties.

9. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of the Parties. No third party shall be deemed to be a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

10. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party.

11. LIMITATION OF ACTIONS

No action, regardless of form, arising out of this Agreement may be brought by Customer more than six (6) years after the cause of action has arisen.

12. FORCE MAJEURE

Excusable delays shall be governed by FAR 52.212-4(f).

13. GOVERNING LAW

This Agreement is governed by the substantive and procedural Federal Laws of the United States

of America.

14. NOTICES

All notices or demands hereunder shall be by traceable express courier service or certified or registered mail, return receipt requested, sent to the address of the receiving party, and shall be deemed complete ten (10) days after mailing. Notices to Licensor shall be sent to the attention of: General Counsel, with a copy to legal@dlt.com.

15. ENTIRE AGREEMENT.

This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.